Service Level Agreement

Between

[your company]

and

[the client]

For

Level 3 Application Support

Submitted to: [client contact] [the client]

Submitted by: [your company and address]

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# Purpose

The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between [your company] and [the client] to deliver specific support services, at specific levels of support, and at an agreed-upon cost. This document is intended to provide details of the provision of level 3 application support services to [the client]. This SLA will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new applications and services into the support portfolio provided to [the client].

# **Scope of Agreement**

The following services are provided in response to the transfer of trouble tickets from [the client] to [your company] in accordance with [the client]'s case management process.

# Services Automatically Provided Under This Agreement

The following services are provided in response to the transfer of trouble tickets for level 3 support from [the client] to [your company]:

- 1. **Corrective maintenance**—Defined as activities associated with root-cause analysis and bug-fix isolation and resolution:
  - **Root-cause analysis**—Analysis of the root causes of problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.
  - **Bug fixes**—Defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.
- 2. **Ticket status updates**—[Your company] will provide direct input into [the client]'s problem tickets from its [your address] location, or remotely from other satellite eSupport centers within [your company].

# **Requests for Support Specifically Covered Under This Agreement**

The following application-related services are provided under this agreement:

- 1. **Application monitoring**—Every effort will be made to conduct periodic monitoring of production applications to assess application availability.
- 2. Enhancements to production application software—When an enhancement to an existing production application is required and the level of effort is less than five days. This includes changes to the application only. Should the volume and timing of enhancements impact the timely resolution of support requests, then [your company]'s support manager shall inform [the client]'s support manager and the [your company] account manager with the intent of assigning enhancement work to another [your company] resource.
- 3. **Transition of new or modified applications**—When a new or modified application is ready to be transitioned into support, planning and coordination of the necessary activities between the [your company] or [the client] development team and the [your company] support team will be conducted. Other requirements include:
  - Support will commence for a new or modified application 30 days after deployment.
  - The development team is expected to support the new or modified application for the first 30 days after deployment.
  - [Your company] will have at their disposal the development team or previous support team to provide knowledge transfer for a period of 60 days after deployment.

- The Support Transition Checklist must be completed by the deployment date (30 days prior to [your company] taking ownership). Failure to do so will require continued involvement of the development team until such time as all of the required information has been provided.
- Applications that have outstanding trouble tickets shall remain the responsibility of the development team. If this is not possible, all outstanding tickets shall be identified and SLA resolution targets will not apply. In the case of outstanding severity level 1 or 2 tickets, these will be downgraded to severity 3, and [your company] will resolve these tickets in a timely manner on a best effort basis.
- 4. **Preventative maintenance**—For applications considered critical (i.e., a criticality level of high) by [the client], and when corrective maintenance activities are low, work will be conducted up to the level of effort identified, to analyze and take steps to prevent potential problems.
- 5. **Level 2 support**—To the extent possible by [your company] support staff in assisting [the client] level 2 support team members with diagnosing problems and working in partnership to their resolution, including configuration changes to Web servers.
- 6. **Change management**—New or changed processes, practices, or policies that affect the [your company] support team and that require support team members to understand, learn, and follow.
- 7. **Status reporting**—Weekly and monthly status reports will be completed by [your company] support specialists and submitted to [the client] for each production application supported. Monthly status reports will be discussed by the [your company] support manager with client management to ensure that the client is aware of the support issues and risks faced by the support team.
- 8. **Knowledge management**—Recording, storing, and retrieval of information to assist in the resolution of problems will be established and maintained. Using this approach, the need for [the client] to transfer problems to [your company] for level 3 application support will be reduced, thus saving money and resources, and increasing satisfaction and quality.

#### **Requests for Services NOT Covered Under This Agreement**

This agreement does not cover the following requests. However, [your company] would be pleased to provide a separate statement of work in proposing services to address any of the following:

- 1. **Evaluation of new software or hardware**—Evaluation or approval of new software or hardware for use within [the client]. This includes systems developed outside of [the client], such as third-party systems, or systems developed by [the client].
- 2. **Procurement of new software or hardware**—Procurement of new software or hardware for use within [the client], or for use for [the client] at [your company]. All software or hardware required for [your company]'s use to support [the client]'s applications will be the responsibility of [the client].
- 3. **On-call** [your company] **support management**—[Your company]'s support managers are not required to be on call. If at a later date [the client] requires the support manager to be on call for a specific purpose, or on a longer-term basis, then the [your company] support managers will be compensated at the standard on-call rate for level 3 support staff, and [the client] shall be charged for this service.
- 4. **Level 1 and 2 support**—Level 1 (help desk) and level 2 (infrastructure support) shall be provided by [the client] for each production application to be supported, and they shall perform their assigned duties, such as Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes, for the duration of this agreement.
- 5. **Software licensing**—[Your company] will not provide software or licensing for software that is specific to an application. [The client] will provide all software and licensing for software that is specific to an application.

- 6. **Specific training**—[The client] will provide the training, and associated costs, for two [your company] support staff (a support prime and backup) in software specific to a single application (i.e., BroadVision, Trilogy, Crossworlds, etc.) prior to transition of a new application to the [your company] support team.
- 7. **Upgrades to application software and associated hardware**—When an upgrade to an existing system is released. This includes operating system upgrades, database upgrades, authentication software upgrades, and vendor-required upgrades. (Vendor requires [the client] to upgrade in order to maintain vendor support.)
- 8. Assistance with application usage—Advice about or education on how to use applications, including completing transactions, creating users within or for an application, or on the purpose of an application.
- 9. Assistance with application environment support—Advice about how to use, maintain, and support application environments, including application development tools, application server software, and databases.
- 10. Assistance with application usage when unsupported or nonstandard hardware or software is involved— Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.
- 11. Adaptive maintenance—Defined as activities relating to upgrades or conversions to an application due to new versions of operating environment, including operating system, application server, or database software.
- 12. **Perfective maintenance**—Defined as activities relating to enhancements, with effort of five days or more, to provide additional functionality to an application.
- 13. **New development**—Any change in a database or system that involves functionality not within the currently signed and approved release specification, even if the new functionality would seem to be an improvement over the old one.
- 14. **Modifications to original application specification**—Any functionality not specified in the current approved design specification. Changes in [the client]'s organization or business needs (such as a reorganization or change in business practice) may make the current specification obsolete. When this occurs, [the client] should initiate a request for enhancement to update the system. It is highly recommended that [the client] manager and [your company] work closely together to anticipate future needs and prepare timely update of systems to accommodate [the client]'s constantly changing business.
- 15. Enhancements greater than five days of effort—Additional services not covered by this support agreement include:
  - New or added interfaces to other systems.
  - Intranet "front ends" to existing systems.
  - Adding new screens or modifications to existing screens.
  - Report generation, if reporting tools exist for application.
  - Addition of data fields.
  - Business rules changes (such as pricing rules changes, distributor alignment, etc.).
  - Deployment of existing applications to new locations (defined as the issuance of more than three accounts to new location, group, or department).
  - Training requests.

#### Applications Covered

This agreement is for services related to support requests concerning the production applications detailed in the Statement of Work.

# **Changes to Service Level Agreement**

### Termination of Agreement

In the event that [the client] wishes to terminate this agreement, a 90-day written notice of intent to terminate must be delivered by [the client] to [your company].

#### Amendment to Agreement

Any amendment to the Terms and Conditions of this agreement would require the approval of [the client] and [your company] management who signed the Statement of Work in Appendix A. The amendment of the agreement would take place through an addendum to this agreement and the recording of that addendum in Appendix A of this agreement.

There will be an opportunity on a quarterly basis to make adjustments to this SLA. [The client] and [your company] should work together to make changes at that time.

#### New Applications

New applications and versions implemented during the term of this agreement will move into [the client]'s support model through [the client]'s process. [The client] will be responsible for initiating and ensuring completion of the appropriate process. These applications will be incorporated into the inventory of applications supported in Appendix A of the Statement of Work. Changes to the inventory of applications supported will be reviewed on a regular basis, and if need be, changes to the SLA will follow the process described in the Amendment to Agreement section above.

# Levels of Effort

Levels of effort (LOE) to address problem tickets will be reviewed and adjusted accordingly for all new applications and versions/enhancements implemented, or applications decommissioned, during the term of this agreement. All changes will be conducted by [your company] and [the client] representatives, with an addendum made to this agreement.

#### **Renewal of Agreement**

This agreement will be renegotiated by [the client] and [your company] at the end of the term of this contract for the following year.

# **Processes and Procedures Related to This Agreement**

#### Call Management Process

[The client]'s problem-ticket system will be used by all support team levels (where approval and technical access has been granted) to record and track all problem reports, inquires, or other types of calls received by level 1 support. This provides [the client] with the ability to provide metrics with regard to this SLA. A special project to track each [the client] application has been created in [the client]'s problem-ticket system.

#### **SLA Funding Agreement**

Billing for services provided under this agreement will be accomplished through direct billing to [the client] under the terms and conditions of the appropriate Purchase Order raised for these services or unless otherwise stated in the specific Application Detail in Appendix B. The specific billing amount for direct support on a per-application basis is itemized in Appendix B.

This support SLA does not include funding for services not covered under this agreement.

#### Addenda

There are currently no addenda to this agreement. Any future addenda will be referenced in the Statement of Work through an Addendum Log in Appendix A.

# Metrics

# Metrics Reporting

Regular reporting will be provided from [the client] to [your company] on available metrics as related to target performance. These reports are expected to be produced by [your company]'s problem-ticket system, which will detail ticket management performance against SLA targets in [the client]'s case management process.

# Support Metrics Package

Metrics reporting against the SLA resolution targets identified in [the client]'s case management guidelines will focus on the time to resolve tickets by application and severity. This metric will include only the support requests that are transferred to [your company] for resolution. They will not include support requests that are resolved by other organizations. The metrics will be reported via existing standard problem-ticket system reports as available.

# **General Terms and Conditions**

# Term of Agreement

This agreement is in effect upon the date of acceptance of this agreement and ends on the latest date specified in any terms of the Statement(s) of Work submitted to [the client].

#### **Organizations**

This agreement is between [your company] and [the client], as named on the cover of this agreement.

#### Approvals

In order to make this agreement operational, approvals as per Appendix B of the Statement of Work must be in place.

#### Key Contacts

Key contacts are shown in Appendix B of the Statement of Work.

#### Dependence on Other Organizations

[Your company] is dependent on other internal groups within [the client] of services (i.e., help desk, database services, etc.), and external suppliers (i.e. Apple, BroadVision, etc.) in providing application support services to [the client]. [The client] will manage the interface into those suppliers as it relates to the provision of services under this agreement.

The list of organizations and vendors that [your company] is dependent on may change during the term of this agreement.

# Appendix A

# Definitions

#### Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in existing application code or a request for support that involves no modifications to application code, such as a question.

# Work Order

For the purposes of this agreement, a Work Order is generally defined as any request to make modifications to the functionality of an existing system or any request to add functionality to an existing system. Such requests are only covered under this agreement if under five days of effort.

# Levels of Support

There are three levels of support, only one of which (level 3) is provided under this agreement. These levels, which are integrated into the [the client]'s support process, are defined as follows:

• Level 1—This is support provided by the appropriate [the client] help desk when it receives the Support Request from their client. This represents generalist support. If this level of support cannot resolve the problem, the Support Request is passed to [the client]'s level 2 support, which is the infrastructure support specialists.

Help Desks	Hours	Phone Contact
Gold coverage	24 hours a day, 7 days a week	
Silver coverage	8:00 A.M12:00 A.M. EST, Monday through Friday (After hours, leave a voice message for return call the following business day.)	
Bronze coverage	8:00 A.M4:30 P.M. EST, Monday through Friday (After hours, leave a voice message for return call the following business day.)	

Support Requests are taken by the appropriate level 1 help desk as follows:

During critical processing periods, support is extended to 24/7 for agreed-upon periods, critical applications, and critical problems based on specific applications.

- Level 2—This is support provided by a [the client] infrastructure support or subject matter specialist. This level of support does not perform code modifications, if required to resolve the problem. Operational issues will be resolved at this level. If resolution requires code modification, the Support Request is passed to [your company]'s level 3 support.
- Level 3—This is support provided by a [your company] application support specialist. This level of support does perform code modifications, if required to resolve the problem.

#### Severity Codes

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround

#### • Acceptable resolution time

It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The level 1 support agent and [the client] jointly determine the initial severity rating for the report. Level 2 and level 3 support personnel may then negotiate with [the client] to modify this severity after the report is elevated to them.

The characteristics below do not cover work requests. Severity levels for work requests may carry a different set of characteristics and weightings. Work requests with level of effort more than five days are not covered as part of this service level agreement.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)		
Business and financial expos	Business and financial exposure				
The application failure creates a serious business and financial exposure. Work Outage	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.		
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform <i>some</i> <i>small</i> portion of their job, but they are still	The application failure causes the client to be unable to perform a <i>minor</i> portion of their job, but they are still		
	portion of their job.	able to complete most other tasks. May also include questions and requests for information.	able to complete most other tasks.		
Number of Clients Affected		I	1		
The application failure affects a <i>large</i> number of clients.	The application failure affects a <i>large</i> number of clients.	The application failure affects a <i>small</i> number of clients.	The application failure may only affect one or two clients.		
Workaround [This bullet can					
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.		
Response Time		1			
Within one hour.	Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).		
Resolution Time		I	1		
The maximum acceptable resolution time is 24 continuous hours, after initial response time.	The maximum acceptable resolution time is five business days.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 90 calendar days.		

#### Levels of Service

The service levels offered by [your company] to [the client] are described below. Exceptions may apply for specific applications and will be documented in an individual application detail section within this agreement. It is the goal of

[your company] to meet, and even exceed when possible, the levels of services documented in [the client]'s case management guidelines. Any variation from the coverage defined below can carry a premium add-on cost to the application requesting variance.

Service	Severity 1	Severity 2, 3, 4
Level		
24/7	<ul> <li>Requests taken 24/7 by [the client]'s level 1</li> <li>Handoff to [the client]'s level 2 immediate (warm handoff) within level 2 support coverage hours, otherwise through call reporting system</li> <li>Level 2, 3 coverage—24/7 support for all applications stated in this SLA</li> </ul>	<ul> <li>Requests taken 24/7 by [the client]'s level 1</li> <li>Handoff to [the client]'s level 2 is through call reporting system</li> <li>Call back within one hour in normal support day</li> <li>Level 2, 3 coverage—normal support day</li> <li>Target resolution: Severity 2—five normal support days</li> <li>Severity 3—30 normal support days</li> </ul>
		Severity 4—90 calendar days

#### Levels of Effort

The service levels offered by [your company] to [the client] are described in the Statement of Work provided under a separate cover. For applications considered critical by [the client], the level of effort will be exercised in full, either through corrective maintenance activities or through preventative maintenance activities. The level of effort for all remaining applications will only be exercised for corrective maintenance activities.

#### Application Criticality

The criticality of an application determines the support activities to be performed. The client can select a criticality level that best suits their service expectations or budget. These levels can be best described as follows:

Level	Description
High	<ul> <li>Support activities must be performed to at least the level of effort indicated for an application.</li> <li>Should identified problems consume less than the level of effort, then the balance is taken up with preventative maintenance activities.</li> <li>Should identified problems consume more than the level of effort, then no preventative maintenance activities will be conducted.</li> </ul>
Medium	<ul> <li>Support activities can be performed as required to provide an acceptable level of service.</li> <li>Should identified problems consume less than the level of effort, then no preventative maintenance activities will be conducted.</li> </ul>
Low	<ul><li>Support activities may be performed as required.</li><li>Minimum support activities will be performed.</li></ul>

# Appendix B

# Roles and Responsibilities

# [The client]

[The client] has the following general responsibilities under this agreement:

- [The client] will conduct business in a courteous and professional manner with [your company].
- [The client] users, clients, and/or suppliers using the applications stated in the Statement of Work will use the appropriate help desk to request support.
- [The client] will use their own appropriate help desk to provide level 1 support, including creating problem tickets and work orders and assigning responsibility to the appropriate level 2 [the client] resource.
- [The client] will use their own appropriate IS group to provide level 2 server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.
- [The client] will provide all information required to open a support request.
- [The client] will assign severity codes adhering to the correct usage of these codes as defined in [the client]'s case management process.
- Once a support request has been submitted, [the client] will make themselves available to work with the [your company] support resource assigned to the support request.
- [The client] end users do not contact [your company] support resources directly to report a problem. All problem calls must be logged through the appropriate help desk.
- [The client] will continue to provide [your company] access, software, licensing, training, documentation, and support of its problem-ticket system.
- [The client] will provide all of the necessary and requested documentation, information, and knowledge capital to [your company] prior to the start of support of a new application.

# [Your Company]

[Your company] has the following general responsibilities under this agreement:

- [Your company] will conduct business in a courteous and professional manner with [the client].
- [Your company] will log all information from [the client] required to establish contact information, document the nature of the problem and [the client]'s hardware/network environment (as applicable).
- [Your company] will attempt to resolve problems over the phone on first call.
- [Your company] will escalate support request to next level of internal support within [your company] upon approach of established resolution targets.
- [Your company] will obtain [the client]'s approval before ticket closure.
- [Your company] will be the interface on behalf of the client to development and other organizations as appropriate.
- [Your company] will continue to utilize [the client]'s problem-ticket system for updating, tracking, and closing trouble tickets as assigned.

There are several roles deployed within [your company] that are integral to the provision of support services to [the client]. These roles include the following:

#### Transition Manager

The [your company] transition manager works as a point of contact for all activities relating to the transition of a new or modified application from a [your company] or [the client] development team to [your company]'s support team and the decommissioning of supported applications. Reporting to the [your company]'s practice manager, he or she is responsible for planning, coordinating, and overseeing the transition of a new application into support. His or her duties include:

- Dedicating 30 percent of level of effort (LOE) during transition phase.
- Liaising with [your company] and [the client] development team project managers.
- Liaising with [your company] support managers.
- Ensuring all required documentation, information, and knowledge capital has been prepared, as per transition checklist, and turned over prior to the start of support for a new application.
- Managing all activities relating to transition:
  - Identifying resource requirements, including LOE and technical skills.
  - Identifying all access requirements and tools required.
  - Meeting with [the client] team to set up timeline and develop transition plan.
  - Developing training plan for Support Prime.
  - Negotiating resource assignments with support managers.
- Creating and ensuring currency of Support Applications Repository.

#### Support Manager

The [your company] support manager will provide the overall direction of the activities of the support specialists, participate directly in the production of the associated deliverables, and will negotiate with [the client]'s support manager regarding the classification of enhancements and the scheduling of tasks. This individual will report to the [your company] practice manager. His or her duties will include:

- Dedicating 10 percent LOE during transition and support phases.
- Billable services to the client:
  - Ensuring SLA targets are met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule).
  - Ensuring all work is performed according to the agreed-upon work methods and standards that are in effect within [your company] and [the client]'s.
  - Acting as point of escalation for issues beyond usual scope (e.g., attending SWAT meetings on application outages, coordination between groups for implementing cross-application solutions, etc.).
  - Participating directly in the production of the associated deliverables.
  - Liaising with client managers (negotiating with client's support managers regarding the classification of enhancements and the scheduling of tasks, and coordinating the presentation of deliverables to [the client] 's support manager).
- Nonbillable services to the client:
  - Ensuring support specialists have all required tools to perform their function.
  - Performing resource management and scheduling, including provision of overall direction of the activities of the support specialists.
  - Creating and implementing standard training program for all support resources.
  - Conducting continuous process improvements.
  - Liaising with other [your company] groups.
  - Assessing the workload for each support request and assigning work to the team member having the appropriate technical knowledge.

#### Prime Support Specialist

The [your company] prime support specialists work as a dynamic team of support professionals who provide level 3 application support for critical Web-based business systems. Reporting to the [your company] practice manager, they are responsible for the timely submission of all deliverables. Their duties include:

- Dedicating 100 percent LOE during transition and support phases.
- Conducting all root-cause analysis and bug fix isolation and resolution activities, and associated documentation for the individual tasks, as assigned by the [your company] support manager.
- Acting as a point of contact for all application issues (bugs and enhancements).
- For enhancements, determining the potential high-level effort for all changes, and based on that, either passing it on to a developer or completing it themselves (if less than five days total), all bugs are addressed by level 3 support (which may at times consult with a developer).

- Identifying all tasks associated with each support request and deriving estimates for the completion of each task.
- Responsibility for currency of application metadata (i.e., URLs, server info, backup schedules, etc.—all this info to be stored in Support Applications Repository).
- Responsibility for responding to and updating tickets.
- Conducting testing (unit testing to be completed by prime, system/integration/acceptance testing activities should be performed by the backup for all fixes/enhancements developed by the prime).
- Conducting coding and testing to resolve application problems.
- Participating in the acceptance testing and implementation activities.
- Providing knowledge transfer to backup support specialist on regular basis.
- Preparing weekly and monthly status reports.

# Backup Support Specialist

The [your company] backup support specialists work as a dynamic team of support professionals who provide level 3 application support for critical Web-based business systems. Reporting to the [your company] practice manager, they are responsible for the timely submission of all deliverables. Their duties include:

- Dedicating 25 percent LOE during transition and support phases.
- Performing basic support activities (i.e., shutdown/startup, data management activities, etc.).
- Participating in bug fixes/enhancements up to the 25 percent LOE to keep up to date on application (if client agrees to maximum utilization on the LOE).

# Tech Lead

The [your company] tech lead works as a point of contact on all technical issues for support specialists, who provide level 3 application support for critical Web-based business systems. Reporting to the [your company] practice manager, he or she is responsible for assisting, coaching, and mentoring support specialists in the timely submission of all deliverables. His or her duties include:

- Dedicating 10 percent LOE during support phase.
- Providing advice and assistance to prime support specialists on complicated fixes or unusual types of support requests (e.g., Web server config).